

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 06-168
ANNUAL REQUIREMENTS FOR
FIBER OPTIC TERMINATIONS

DATE: July 6, 2006

CONTRACT PERIOD: July 1, 2006 thru June 30, 2007

CONTRACTOR: Commonwealth Electric Company of the Midwest
PO Box 80638
Lincoln, Nebraska 68501-0638

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Todd Havlat
Telephone No.: 474-1341
FAX No.: 474-0114
E-Mail Address: thavlat@commonwealthelectric.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Item	Description	Unit Price
1	Supply & install wall mount fiber box single mode feed thrus (12 F)	\$197.00
2	Supply & install wall mount box multimode feed thrus (12 F)	\$188.00
3	Supply & install wall mount box single mode feed thrus (24 F)	\$315.00
4	Supply & install wall mount box multimode feed thrus (24 F)	\$296.00
5	Supply & install wall mount box single mode feed thrus (36 F)	\$443.00
6	Supply & install wall mount box multimode feed thrus (36 F)	\$414.00
7	Fan out Kits installed:	
7.1	6 F	\$63.00
7.2	12 F	\$103.00
7.3	18 F	\$142.00
7.4	24 F	\$181.00
7.5	36 F	\$234.00
8	Supply & install single mode fiber ends	\$27.00
9	Supply & install multimode fiber ends	\$23.00
10	Fusion Splices: Single Mode	\$35.00
11	Fusion Splices; Multimode	\$30.00
12	Hourly Labor Rate for similar work that may be asked for	\$50.00

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #076665
Dated: 06/30/06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Service for Fiber Optic Terminations
Specification 06-168**

**Commonwealth Electric Company of Nebraska
PO Box 80638
Lincoln, NE 68501-0638**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 30 day of June 2006, by and between Commonwealth Electric Company of Nebraska, PO Box 80638, Lincoln, NE 68501-0638 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Specification 06-168, Annual Service for Fiber Optic Terminations, and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

As per attached proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The Term of the Contract shall be one (1) year, July 1, 2006 through June 30, 2007 with options to renew for two (2) additional one-year terms beginning July 1, 2007.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled: **Annual Service for Fiber Optic Terminations, Specification 06-168**

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Ross
City Clerk



Allen J. Seung
CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.

dated June 30, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Blaine A. Moore (SEAL)
Secretary

Commonwealth Electric Company
of the Midwest

Name of Corporation

PO Box 8063, Lincoln, NE 68501-0638
(Address)

By:

Duly Authorized Official
David F. Firestone

President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

W bid bond

PROPOSAL SPECIFICATION NO. 06-168

BID OPENING TIME: 12:00 NOON

DATE: MAY 24, 2006

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers 0 through 1 are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Cost to supply & install Wall Mount Fiber Box with single mode feed thrus 12 F	\$ <u>197.00</u>
2.	Cost to supply & install Wall Mount Fiber Box with multimode feed thrus 12 F	\$ <u>188.00</u>
3.	Cost to supply & install Wall Mount Fiber Box with single mode feed thrus 24 F	\$ <u>315.00</u>
4.	Cost to supply & install Wall Mount Fiber Box with multimode feed thrus 24 F	\$ <u>296.00</u>
5.	Cost to supply & install Wall Mount Fiber Box with single mode feed thrus 36 F	\$ <u>443.00</u>
6.	Cost to supply & install Wall Mount Fiber Box with multimode feed thrus 36 F	\$ <u>414.00</u>
7.	Fan out Kits installed	
	7.1 6 F	\$ <u>63.00</u>
	7.2 12 F	\$ <u>103.00</u>
	7.3 18 F	\$ <u>142.00</u>
	7.4 24 F	\$ <u>181.00</u>
	7.5 36 F	\$ <u>234.00</u>
8.	Supply & Install Single mode fiber ends	\$ <u>27.00</u>
9.	Supply & Install Multimode fiber ends	\$ <u>23.00</u>
10.	Fusion Splices; Single Mode	\$ <u>35.00</u>
11.	Fusion Splices; Multimode	\$ <u>30.00</u>
12.	Hourly Labor Rate for similar work that may be asked for	\$ <u>50.00/hour</u>

\$1000.00 Bid Security required with this bid.

TERM PRICE CLAUSE: Term of agreement is one (1) year from July 1, 2006 through June 30, 2007, with options to renew for two (2) additional one (1) year periods starting on July 1, 2007.

Bidder must state:

- (a) Bid prices firm for the full contract period: ____; or
- (b) Bid prices subject to escalation/de-escalation X.
- (c) If (b), state period for which prices will be firm: through June 30, 2007

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Todd Havlat
TITLE: Project Manager
PHONE NO.: (402) 474-1341

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this bid proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL

MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-168

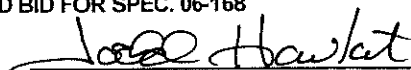
Commonwealth Electric Company
of the Midwest
COMPANY NAME

PO Box 80638
STREET ADDRESS or P.O. BOX

Lincoln, NE 68501-0638
CITY, STATE ZIP CODE

402-474-1341 402-474-0114
TELEPHONE No. FAX No.

thavlat@commonwealth electric.com
E-MAIL ADDRESS


BY (Signature)

Todd Havlat
(Print Name)

Project Manager
(Title)

May 24, 2006
(Date)

14 Days
ESTIMATED DELIVERY DAYS

Net 30
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid The Intent to Award will be listed on the website when a recommendation is received from the Department.